

DECISION RECORD

EA Number: OR-056-98-186

Title of Action: Recreation and Public Purposes Act - Lease/Patent
Redmond Public Building Corporation
Relocation of the Juniper Golf Course

Case File Serial No.: OR - 53890

BLM Office: Prineville District

Decision: It is the decision of the Deschutes Field Manager to issue a lease to the Redmond Public Building Corporation under the authority of the Recreation and Public Purposes Act for the relocation of the Juniper Golf Course. The lease would be issued for a term of ten years to authorize use of public lands during the period of project development. Upon completion of construction, in accordance with the approved Plan of Development, the land could be conveyed by patent to the Redmond Public Building Corporation. The Plan of Development and Management Plan is on file with the BLM Prineville District Office and is available for public review.

The parcel comprises 181.34 acres and is situated south and west of the Deschutes County Fairgrounds, in T. 15 S., R. 13 E., Section 32, NE¹/₄ and that portion of the NW¹/₄ lying east of the Burlington Northern railroad, and north of the Central Electric Co-Operative power line.

Alternatives Considered:

Other sites were considered as well as an alternative involving no federal action. The applicant has considered five alternative site locations and evaluated the parcels in terms of public opinion, zoning, size, proximity to Redmond and feasibility of development. Other BLM managed public lands adjacent to the proposed site were also evaluated. The alternative sites were considered to be inferior because of physical limitations, location, poor access, lack of utility services, and adverse public opinion.

Rationale for Decision:

The Recreation and Public Purposes Act authorizes the Secretary of the Interior to lease or convey public lands to State and local governmental agencies and other qualified non-profit organizations for recreational and public purpose uses. The proposed action complies with applicable Federal, State and local laws, ordinances, and land use plans. The project is approved based on a conceptual Plan of Development and Management Plan. The final architectural plans for the design of the proposed golf course shall be subject to review and approval by the BLM Deschutes Field Manager.

The Brothers/La Pine Resource Management Plan (RMP), dated July 1989, identifies the general area containing this parcel for possible transfer or exchange to local governments as needed to

accommodate community expansion and other public purposes. On page twenty five, the RMP states, “ This land will be retained as undeveloped open space until such time as it may be transferred to another public entity to accommodate community expansion needs or used for other public purposes.” With regard to the Recreation and Public Purposes Act, the Plan states, “Issuance of leases and/or patents under the R&PP Act and other permits or leases for development of public lands will continue.”

The City of Redmond is in the process of updating the Comprehensive Plan. The Redmond Urban Area Comprehensive Plan was drafted by the 20/20 Citizens Advisory Committee and the Redmond Planning Department. It has been endorsed and recommended by the Redmond Planning Commission and is being forwarded to the Redmond City Council for approval. The City Council is currently reviewing the Plan.

The approved plan will then be forwarded to the Deschutes County Commissioners and the State Department of Land Conservation and Development for acknowledgment. The Plan addresses the proposed expansion of the urban growth boundary to include the area of the proposed relocation of the Juniper Golf Course. The process of annexation will then be initiated by the City.

Compliance and Monitoring:

The goals of the Management Plan for the proposed Juniper Golf Club considers environmental planning, water conservation and integrated pest management. The golf course would be designed to enhance and protect environmental resources. A document entitled Environmental Principles for the Development and Maintenance of the New Juniper Golf Club outlines the environmental management principles and is a component of the approved Management Plan.

The leaseholder shall work closely with regulatory agencies and the City of Redmond, to insure that the design of the course is compatible with onsite and adjacent land uses.

The Management Plan applies the principle of Integrated Plant Management (IPM) which employs a combination of practices to prevent and control weeds, plant diseases, and insects. The process includes; determining the damage threshold level that the pest can be tolerated, changing the conditions to prevent or discourage recurrence of the problem, and selecting a combination of control strategies to suppress the pest populations with minimal environmental impact. Control measures may include biological, cultural, physical, mechanical, and chemical methods.

The Redmond Public Building Corporation is required to manage in accordance with the principles of Integrated Plant Management (IPM) and provide documentation to BLM each year at an annual meeting. Prior to the issuance of the patent, the Bureau of Land Management and the Redmond Public Building Corporation will inspect the project to ensure conformance with the terms and conditions of the lease and the plan of development.

Terms / Conditions / Stipulations:

- 1) The final architectural plans for the proposed golf course shall be with coordinated with regulatory agencies and the City of Redmond, to insure that the design of the course is compatible with onsite and adjacent land uses. The final architectural plans are subject to review and approval by the BLM Deschutes Field Manager.
- 2) The Redmond Public Building Corporation (lessee) shall develop the golf course in accordance with the Plan of Development that was received with the original application package, dated August 29, 1997, the Addendum to the Development Plan and the Environmental Principles for the Development of Juniper Golf Course dated, April 4, 2000.
- 3) Subsequent management of the golf course shall be defined in the Operating Agreement to be developed by the lessee to authorize the Juniper Golf Club to manage the course. The Operating Agreement shall include all provisions of the Management Plan and must be approved by BLM.
- 4) Upon a showing of substantial compliance with the approved plan of development, the lessee may exercise an option to purchase the property. The Operating Agreement with the Juniper Golf Club must insure that title or control is not transferred and all revenues generated must be used on the patented lands.
- 5) The lessee shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and the requirements of regulations of the Secretary of Interior, issued pursuant to (43 CFR 17), for the period that the lands are authorized for the purposes described in the lease. The United States shall have the right to seek judicial enforcement of the requirements of the Title VI of the Civil Rights Act of 1964, in the event of their violation by the lessee.
- 6) The lessee shall schedule an annual meeting with the BLM authorized officer, to review the management and operation of the golf course by the Juniper Golf Club.
- 7) The lessee shall manage the course in accordance with the principles of Integrated Plant Management (IPM) and provide management records as documentation to BLM each year.
- 8) Use, storage and disposal of pesticides shall comply with the applicable Federal and State laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of Interior.
- 9) The lessee shall insure that the public interest continues to be well served by providing a low cost, public golf opportunity, comparable to other municipal courses in Central Oregon.
- 10) The centerline of the anticipated right of way extending SW 19th Street to the south, would coincide with the section line common to sections 32 and 33, T. 15 S., R. 13 E. The anticipated right of way width is 80 feet, being 40 feet on each side of the section line.
- 11) A buffer strip measuring forty feet wide shall be reserved along the east line of the lease perimeter. This strip shall provide for the west half of the anticipated right of way needed for the extension of SW 19th Street.
- 12) The lessee shall construct rangeland type fences along the east side of the site and along the south boundary. The fence along the east side shall be placed approximately 40 feet east of the section line to allow for the anticipated future extension of SW 19th Street. This location coincides with the eastern boundary of the anticipated road right of way. This location is situated outside of the lease area and fence construction shall be authorized with a temporary

- use permit. Fences shall be constructed in accordance with the attached specifications.
- 13) The lessee shall construct a security fence along the north and east boundary of the site to deter motor vehicle access. The design of the security fence shall be approved by the BLM Authorized Officer. The security fence would be placed forty feet west and parallel to the section line common to sections 32 and 33, T. 15 S., R. 13 E.
 - 14) Large juniper trees shall be preserved as reasonable to the function of golf course design. If raptor nest sites are found during project planning/construction, the nest tree will be protected. All construction activities within (1/2) mile of a nest tree shall cease during the breeding season extending from March 1 through August 1. All activities shall be suspended until written notification is provided by the BLM Authorized Officer.
 - 15) Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the lessee, or any contractor, on Federal land shall be immediately reported to the authorized officer. The lessee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The lessee will be responsible for the cost of evaluation and any decision concerning mitigation will be made by the authorized officer following consultation with the lessee.
 - 16) Prior to construction, the lessee shall schedule a pre-work conference with BLM and the contractor to review the terms and conditions of the lease. BLM is responsible to monitor construction to ensure compliance with the approved Plan of Development.
 - 17) All buildings shall be painted to blend with the surrounding landscape.
 - 18) Prior to the application for patent, the lessee shall provide a survey of the subject parcel that is completed in accordance with the standards prescribed by BLM Cadastral Survey.

Robert Towne
Deschutes Field Manager

Date

Attachments:

Comments and Responses
Plan of Development

Public Comments and Responses

Comments have been received regarding the relationship of the City of Redmond, the Redmond Public Building Corporation and the Juniper Golf Club and the perception of a “windfall” profit for the City of Redmond, resulting from the proposed transaction.

An application to relocate the Juniper Golf Course to public land managed by the Bureau of Land Management, has been filed under the authority of the Recreation and Public Purposes Act, as amended, by the Redmond Public Building Corporation (RPBC). The RPBC is a subsidiary of the City of Redmond and is considered a non-profit 501 (3) (c) corporation formed under the Oregon Revised Statutes, Chapter 65. Authority to hold land is contained in ORS 65.077. The board members are appointed by the Redmond City Council. The Juniper Golf Club operates and maintains the existing Juniper Golf course under the provisions of an Operating Agreement with the Redmond Public Building Corporation.

The City of Redmond has issued a lease to the Redmond Public Building Corporation for the land currently occupied by the Juniper Golf course. The lease is scheduled to terminate in September 2005. The City of Redmond acquired this property in 1950, by patent from the Secretary of Interior. The land was conveyed pursuant to the authority of the Federal Airport Act which requires that the lands be used for airport purposes and all lease rates reflect fair market value. The City of Redmond authorized development of the Juniper Golf course in 1955 with the concurrence of the Federal Aviation Administration on the premise that the course would provide recreation to travelers using the airport. FAA policy now requires collection of fair market value lease fees and imposes a strict interpretation of airport related uses.

The Recreation and Public Purposes Act, as amended, authorizes BLM to sell or lease public lands to State and local governments and qualified nonprofit organizations, for recreational or public purposes. The Act allows governmental entities to receive leases or conveyances of public land for recreational purposes without charge.

The operation of the Juniper Golf Course is not subsidized by the City of Redmond. The proposed relocation is not expected to generate income or contribute to a financial loss for the City of Redmond or the Redmond Public Building Corporation.

Comments addressing the financial arrangements of the proposed action.

The Redmond Public Building Corporation has estimated the cost of the proposed golf course development to be between three and four million dollars, depending on the amount of volunteer hours, donated materials and labor. Funds for the development of the golf course would be obtained by the sale of revenue bonds by the Redmond Public Building Corporation, under its bonding authority. The bond debt would be repaid with revenues generated by golf course membership fees. Operation and maintenance costs are funded primarily by green fees. Details are described in the Financial Statement on Construction of the Course, dated January 4, 2001 and included in the Plan of Development.

Comments addressing public interest values.

The applicant serves the public interest by providing free golf to the high school program, supporting a summer program for both junior and senior golfers, donating about two hundred rounds of golf each year to non-profit groups for support of charities and donating the course to tournaments for various charitable purposes. Such charities include the support of school athletic teams, the Big Brother/Sister Program, the United Way, the McDonald House, and Hospice. All donated uses preclude the generation of income that would support the operation and maintenance of the facility.

The Junior Program provides free golf for young people and reduced rates for accompanying parents, fostering family oriented activities. The Senior program is viewed by the Club as a means of introducing people to the community, promoting tourism, and fostering community pride. Additional community values are provided in the form of a low cost golfing opportunity available to the general public.

Public benefits would also be derived through the design and operation of the proposed course. The facility would be managed in accordance with the principles of Integrated Plant Management (IPM). The program employs holistic practices of environmental planning, water conservation, integrated pest management, and provides for conservation education and public outreach to schools and community groups.

Comments addressing operational costs and water requirements.

The Redmond Public Building Corporation explains that the physical improvements of the existing course, such as buildings and the irrigation system, are over forty years old and are in need of replacement. The existing irrigation system is highly inefficient. Operating and maintenance costs demand 25 to 30 percent of the course budget. Newer efficient courses operate irrigation systems with 12-15% of their operating budget.

The proposal anticipates water usage will remain at current levels. There would be no net increase in surface water or groundwater consumption associated with this proposal. About 65 acre feet of water rights from the Central Oregon Irrigation District would be transferred from the existing course to the proposed site. An additional 35 acres would be transferred from the City of Redmond inventory of water rights held for park development purposes. The existing well would be capped and a new well is proposed at the new site to approximately the same depth. Pumping groundwater is only necessary in the early spring or late fall prior to the availability of surface water from the irrigation district.

Comments were received suggesting the decision be postponed pending completion of the amendment for the Upper Deschutes Resource Management Plan.

The plan amendment process has recently been initiated by BLM and is expected to take a minimum of two years to complete. Considering this application was filed in August of 1997, the Deschutes Field Manager has decided to complete the processing of this case within the parameters of the existing land use plan. The existing land use plan has identified the subject parcel and other public land located south

of the Redmond Airport, for possible transfer to local government to accommodate community expansion and other public purposes. The City of Redmond has expressed an interest to participate in the planning process to insure that public land in this area remains available for the future needs of the growing community.

Comment expressing concerns about the antelope herd.

Mitigation of impacts to antelope habitat may be considered in other areas extending east and south of the proposed site. Mitigation may include juniper thinning and prescribed fire to improve habitat quality.

Comment pertaining to use of alternative sites.

The EA explains that there are no reasonable alternatives available for consideration and therefore alternatives were not evaluated. The applicant was not able to identify practical alternative locations within or adjacent to the city limits. Distant sites were identified by the applicant and later rejected due to physical limitations, location, poor access, lack of water rights and utility services, and adverse public opinion.